



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 05-30-2024

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0402 0033 EDDIDEA1 1	Procurement Folder:	1409810
Document Name:	DUE PROCESS HEARING OFFICERS FOR IDEA DISPUTE	Reason for Modification:	
Document Description:	DUE PROCESS HEARING OFFICERS FOR IDEA DISPUTE		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2024-07-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-06-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000016805 LAW OFFICE OF MARK W CARBONE PROFESSIONAL LLC 25 QUARRY RIDGE CHARLESTON WV 25304 US Vendor Contact Phone: 681-265-5017 Extension:	Requestor Name: Kelly L Hall Requestor Phone: (304) 558-3660 Requestor Email: kelly.l.hall@k12.wv.us																				
Discount Details:	24 FILE LOCATION																				
<table><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td>0</td></tr><tr><td>#3</td><td>No</td><td></td><td>0</td></tr><tr><td>#4</td><td>No</td><td></td><td>0</td></tr></table>			Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No		0	#3	No		0	#4	No		0
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#1		No	0.0000	0																	
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#3	No		0																		
#4	No		0																		

INVOICE TO	SHIP TO
OFFICE OF FINANCE & INTERNAL OPERATIONS DEPARTMENT OF EDUCATION BLDG 6, RM 700 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	SECRETARY DEPARTMENT OF EDUCATION OFFICE OF FEDERAL PROGRAMS 1900 KANAWHA BLVD E, BLDG 6 RM 700 CHARLESTON WV 25305 US

6/5/24 6C

Total Order Amount:	Open End
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Purchasing Division's File Copy

JA 5-30-24

PURCHASING DIVISION AUTHORIZATION
DATE: <i>Mark A. [Signature]</i> 6/5/2024
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: <i>John S. Gray</i>
ELECTRONIC SIGNATURE ON FILE

6/18/2024

ENCUMBRANCE CERTIFICATION
DATE: <i>6-18-24</i>
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor, Law Offices of Mark W. Carbone LLC, agrees to enter into this contract with the agency, The West Virginia Department of Education, Office of Federal Programs, for Due Process Hearing Officers for the IDEA Dispute Resolution System per the attache specifaitions, Terms and Condtions, and the vendors submitted bid response dated 4/30/2024 all incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80122001			HOOR	150.000000
				Service From	Service To
				Service Contract Amount	
				0.00	

Commodity Line Description: DUE PROCESS HEARING OFFICER FOR IDEA DISPUTE

Extended Description:

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one(1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ In good standing with West Virginia State Bar

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$ 500,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) MARK W CARBONE Managing Member

(Address) 25 Quarry Ridge Charleston WV 25304

(Phone Number) / (Fax Number) 304-552-3585 no fax

(Email address) MCAR61956@gmail.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

LAW OFFICE of MARK W. CARBONE
(Company)

Mark W. Carbone
(Signature of Authorized Representative)

MARK W CARBONE Managing Member 5-16-24
(Printed Name and Title of Authorized Representative) (Date)

304-552-3585
(Phone Number) (Fax Number)

MCAR61956@gmail.com
(Email Address)

**Individuals with Disabilities Education Act (IDEA)
Hearing Officers**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Education (WVDE) Office of Special Education (OSP) to establish an open-end contract for services of Due Process Hearing Officers to include preparation, hearing and decision writing for the IDEA Dispute Resolution System as required under the IDEA, §CRF 300.507-300.514 and Policy 2419.11: Regulations for the Education of Students with Exceptionalities <http://wvde.state.wv.us/policies/>. The dispute resolution process is required as an option for resolving disagreements regarding an eligible student with a disability's identification, evaluation, educational placement or the provision of a free appropriate public education (FAPE).

THIS SHALL BE AN OPEN-END MULTIPLE AWARD

BACKGROUND: Hearing officers will be employed on a contract basis to meet the required components of federal and state law as well as the specific requirements set forth in Boles v. Board of Education of the County of Kanawha (S.D.W.V. 1989) with regard to the selection and qualifications of due process hearing officers. A Procedural Safeguards brochure is disseminated annually, at a minimum, to notify parents of students with disabilities and eligible adult students with disabilities of their rights concerning the dispute resolution process.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means conduct IDEA due process hearing pursuant to the procedures specified in the IDEA and Policy 2419 fully described in these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“IDEA”** means the Federal Law, most recently revised in 2004, that guarantees students with a disability are provided with Free Appropriate Public Education (FAPE) that is tailored to their individual needs.
 - 2.5 **“Policy 2419”** means the West Virginia State Regulation for implementation of IDEA.

**Individuals with Disabilities Education Act (IDEA)
Hearing Officers**

3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Must have a law degree.

3.2. Must have an admission to the West Virginia State Bar and currently in good standing

3.3. Should have evidence of attendance at training(s), or be willing to obtain required trainings, designed for hearing officers in the area of special education within the last three years in order to document understanding of IDEA and Policy 2419 pertaining to the Act, and legal interpretations regarding special education law, regulations and state policy by federal and state courts.

3.4 Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide a current résumé which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.

3.5 Must possess impartiality; hearing officers may not be employees of the WVDE or any school district that is involved in the education or care of WV students; may have no personal or professional interests that conflict with objectivity in the hearing; or may not represent boards of education or parents in actions against boards of education.

3.6 The individual will be unable to act as the hearing officer on a specific case if he or she previously acted as the mediator on the same issue(s) due to conflict of interest.

4 MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

**Individuals with Disabilities Education Act (IDEA)
Hearing Officers**

- 4.1.1** The individual must be willing to travel statewide on short notice to any school district in which disputes may occur to assure that all hearings will be conducted and completed as quickly as possible.
- 4.1.2** The individual must conduct the due process hearing at a date, place and time which are reasonably convenient to both parties involved.
- 4.1.3** The individual must complete the hearing, including the issuance of the written decision, within the required timelines from the expiration of the resolution period, with certain exceptions for adjustments made to the resolution period.
- 4.1.4** The individual must attend training sessions of the IDEA Hearing Officer/Mediation System annually and must retain certificate of attendance during the duration of the contract. Failure to attend training sessions will be grounds for disqualification and cancellation of the contract. When required by the Agency, Vendor shall furnish proof of attendance at each renewal year. Reimbursement and compensation for training will be covered by a separate stipend agreement that includes a daily training rate.
- 4.1.5** The individual must issue a waiver due to any type of conflict of interest in a specific case during a rotation. The waiver could be an email or a phone call and shall be sent immediately to WVDE OSP representative advising of the conflict and allowing the case to be assigned to the next Due Process Hearing Officer in the rotation.
- 4.1.6** The awarded Vendor(s) must agree to the rotational award process, whereas the lowest successful bidder gets awarded the first two (2) hearings before moving on to the next lowest hearing officer in the rotation. (Note: this is the only time that two (2) hearings will be awarded to the lowest awarded vendor, unless a waiver is granted)
- 4.1.7** The awarded Vendor(s) must agree to the attached Contractor Access to Student Data Agreement. This Agreement will be incorporated as part of the final contract.

**Individuals with Disabilities Education Act (IDEA)
Hearing Officers**

5 CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide WVDE with the Contract Services of Due Process Hearing Officers. The Contract shall be awarded to the Vendor(s) that provide the required specifications for the lowest hourly rate of the services inclusive of all preparation & materials, hearing and decision writing.

Vendor shall be responsible for all mileage, travel, copying and other costs, including travel costs, associated with performance of this Contract. Any anticipated mileage, travel or other costs may be included in the hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

Award will be a maximum of five (5) award contracts.

- 5.2 Pricing Page:** Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

Vendors who wish to respond to the Request for Quotation (CRFQ) online may submit information through the State's WVOASIS Vendor Self Service (VSS). Vendor should download the attached Exhibit A, Pricing Page that is attached separately to the CRFQ and published in WVOASIS. Vendors must complete this form with their prices information and include it as an attachment to their online response.

- 6 Independent Contractor Status:** The purpose of this contract is to obtain temporary services that are provided by individuals or entities as independent contractors and not as employees of the State of West Virginia. The distinction between an independent contractor and an employee is complex and can require an analysis of 20 or more factors relating to the circumstances of each contract. The Internal Revenue Service and the U.S. Department of Labor have provided guidance on this issue at:

IRS – <http://www.irs.gov/pub/irs-pdf/p15a.pdf>

IRS – <http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Independent-Contractor-Self-Employed-or-Employee>

DOL – <http://www.dol.gov/elaws/esa/flsa/docs/contractors.asp>

**Individuals with Disabilities Education Act (IDEA)
Hearing Officers**

Prior to utilizing the services available under this contract, the agency and Vendor must ensure that factors relating to the broad categories of behavioral control, financial control, and the type of relationship between the state and the temporary worker will not cause the independent contractor relationship to be construed as an employee/employer relationship. Items that must be considered include but are not limited to, the degree of control exercised by the State over the temporary worker relating to performance of the job and the degree to which the temporary worker is integrated into the State's system. The Purchasing Division recommends that the agency and Vendor review the IRS and DOL publications found at the links above and obtain further assurance from their respective internal legal counsel to maintain the independent contractor status of individuals and entities hired under this contract.

- 7 **ORDERING:** Vendors shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication.

7.1 Agency will issue an Agency Delivery Order (ADO) for hearings. Agency must document in the ADO how selected Vendor was established and used.

- 8 **PAYMENT:** Agency shall pay an hourly rate for the services. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

- 9 **TRAVEL AND OTHER COSTS:** Vendor shall be responsible for all mileage, travel, copying and other costs, including travel costs, associated with performance of this Contract. Any anticipated mileage, travel or other costs may be included in the hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

10 FACILITIES ACCESS:

10.1 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

10.1 Vendor shall inform all staff of Agency's security protocol and procedures.

10.2 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

10.3 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

10.4 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

**Individuals with Disabilities Education Act (IDEA)
Hearing Officers**

11 VENDOR DEFAULT:

11.1 The following shall be considered a vendor default under this Contract.

11.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.

11.1.2 Failure to comply with other specifications and requirements contained herein.

11.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

11.1.4 Failure to remedy deficient performance upon request.

11.2 The following remedies shall be available to Agency upon default.

11.2.1 Immediate cancellation of the Contract.

11.2.2 Immediate cancellation of one or more release orders issued under this Contract.

11.2.3 Any other remedies available in law or equity.

12 MISCELLANEOUS:

12.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Email Address: _____

**CONTRACTOR ACCESS TO STUDENT DATA AGREEMENT
BETWEEN
THE WEST VIRGINIA DEPARTMENT OF EDUCATION
AND
Law Office of Mark W. Carbone LLC**

1. This Contractor Access to Student Data Agreement ("Agreement") is made by and between **Law Offices of Mark W. Carbone LLC** and the West Virginia Department of Education ("WVDE"). It supplements the contract for services between WVDE and Contractor ("Controlling Agreement") to address the obligations of the parties to protect the confidentiality of student data. Any term contained in this Contractor Access to Student Data Agreement which conflicts with a term in the Controlling Agreement takes precedence. Any term in the Controlling Agreement that is more stringent in its protection of student data shall control, to the extent that it does not directly conflict with a term in the Contractor Access to Student Data Agreement.

2. Contractor is an Impartial Hearing Officer who, upon receipt of an assignment from the WVDE, will perform the services necessary to conduct due process hearings, including preparation and decision writing, as required by the dispute resolution system in the Individuals with Disabilities Education Act (IDEA), CRF 300.507-300.514 and Chapter 11 of West Virginia Policy 2419: *Regulations for the Education of Students with Exceptionalities*. The nature of this work requires that Contractor receive, access, and acknowledge certain information from the parties to the hearing, as specified in item 9 of this Agreement, that may be part of a student's education record.

3. The terms of this Agreement shall commence on **07/01/2024** and end on the terminal date of the Controlling Agreement between WVDE and Contractor. This Contractor Access to Student Data Agreement may be terminated without cause by either party hereto upon thirty (30) days written notice.

4. For purposes of the Family Educational Rights and Privacy Act ("FERPA"), WVDE designates Contractor an "authorized representative" pursuant to 20 U.S.C. 1232g(b)(1)(C). Contractor qualifies as an authorized representative working on behalf of WVDE to perform institutional services and functions that would otherwise be performed by WVDE staff, and authorized Contractor staff need access to certain student information in order to perform Contractor's assigned duties, as set forth in 34 C.F.R. 99.31(a)(1) and the Student Data Accessibility, Transparency and Accountability Act, W. Va. Code §§ 18-2-5h(c)(2)(A)(i) and 18-2-5h(c)(3)(E) and 126CSR94, "Procedures for the Collection, Maintenance and Disclosure of Student Data" West Virginia Board of Education Policy 4350. WVDE and Contractor shall comply with the provisions and regulations of FERPA, W. Va. Code § 18-2-5h and Policy 4350 in all respects. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share personally identifiable student information in a manner not allowed by state or federal law or regulation.

W. Va. Code § 18-2-5h may be reviewed at www.legis.state.wv.us, and Policy 4350 may be reviewed at wvde.state.wv.us/policies/.

5. "Confidential Information" shall include any and all personally identifiable student information, as that term is defined 34 C.F.R. § 99.3 and Policy 4350, § 4.1.o and confidential student information as that term is defined by W. Va. Code § 18-2-5h(b)(11) in disaggregated form. Also included shall be any and all personally identifiable staff member information exempt from disclosure under the West Virginia Freedom of Information Act, W. Va. Code § 29B-1-4.

6. "Disclose" or "disclosure" means to permit access to or the release, transfer, or other communication of Confidential Information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.

7. WVDE may disclose necessary Confidential Information to Contractor for the purpose of carrying out the terms of the Controlling Agreement. Redisclosure by Contractor of disaggregated Confidential Information to an entity not named in this Agreement, other than WVDE, the appropriate county district(s) and school(s), and parents is prohibited.

8. Contractor shall not: (i) disclose any Confidential Information to any unauthorized third party; (ii) make any use of Confidential Information except to perform its obligations under this Agreement; or (iii) make Confidential Information available to any of its employees, officers or agents under its direct supervision except those individuals who have been authorized by Contractor to use the information as a component of their project assignments. This includes the employees, officers or agents under the direct supervision of Law Offices of Mark W. Carbone LLC and subcontractors, subsidiary entities, or other agents working for or on behalf of Contractor. The term "unauthorized third party" for purposes of this Agreement does not include employees, officers, or agents of WVDE who are authorized to have access to the Confidential Information and the hosting service provider with security controls acceptable to WVDE.

9. WVDE will assign to Contractor specific cases for review as an Impartial Hearing Officer, the adjudication of which will necessitate access to extensive information about students, some of which may be considered Confidential Information and is necessary for Contractor to perform its duties on behalf of WVDE.

Information from student education records may include:

- Student full name (first, middle, last)
- Student identification number (WVEIS number)
- Student date of birth and/or age
- Student demographic and special information (gender, race/ethnicity, economically disadvantaged status, homeless status, foster care status)
- Enrollment information (including districts and schools of enrollment for the year[s] of interest, enrollment statuses and FTEs, dates of enrollment, grade level[s])
- Details of disciplinary referrals (including dates, behaviors and severity levels, actions/interventions taken, length of suspensions or alternative placements)
- Statewide summative assessment results (including performance level, proficiency indicator)
- Information and details related to student special education eligibility, status, services
 - Details related to student evaluations and eligibility determinations for special education
 - Student exceptionality or exceptionalities
 - Dates of and documentation related to IEP meetings
 - Details of services to be provided per the IEP (including services, service frequency/minutes, least restrictive environment[s], dates of service)
 - Accommodations to be provided
 - Progress reports
 - Names of staff members associated with IEP meetings, case management, and monitoring
 - Other information from a student's IEP that may be relevant to the complaint or issue(s) under review
- Parent/guardian name (first and last) and contact information (address, phone number[s])

No other personally identifiable information will be disclosed to Contractor.

10. Contractor understands that the Confidential Information is protected under state and federal law and agrees to immediately notify WVDE if any of the Confidential Information is improperly disclosed, either intentionally or inadvertently.

11. Contractor and WVDE shall identify at least one authorized representative or data custodian from their respective agencies who shall be responsible for processing and responding to data requests from the other party.

12. Upon request of WVDE, Contractor shall agree to permit an authorized WVDE representative to review or shall provide written assurances to WVDE regarding the use of Confidential Data under this Agreement. The purpose of this provision is to ensure that appropriate policies and procedures are in place to protect the Confidential Information and that there has been no unauthorized disclosure of the Confidential Information.

13. Contractor acknowledges and accepts the responsibility of abiding by the provisions of this Agreement vis-à-vis the protection of student privacy pursuant to applicable federal and state laws and regulations.

14. By disclosing Confidential Information to Contractor, WVDE is in no way assigning ownership of the Confidential Information to Contractor. Upon the termination of this Agreement for any reason, including expiration pursuant to item 3, Contractor shall immediately destroy all Confidential Information, including all copies, in its possession, custody, or control unless otherwise agreed to in writing by both parties or shall return such information to WVDE. Destruction and/or return of Confidential Information must occur within **30 calendar days** of the termination of this Agreement. Upon request, Contractor will provide WVDE with affidavits to this effect.

15. This Agreement shall be governed by and construed in accordance with the laws of West Virginia. Any lawsuit pertaining to or affecting this Agreement shall be venued in the West Virginia Claims Commission and the Circuit Court of Kanawha County, West Virginia.

16. Violation of this Agreement may be cause for immediate termination of this Agreement. WVDE reserves the right, in addition to terminating this Agreement to seek legal redress.

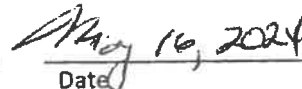
In witness hereto the parties signify their agreement by signature below:



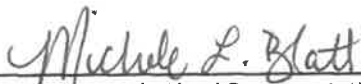
Signature, Authorized Representative
Law Offices of Mark W. Carbone LLC

MARK W. CARBONE

Printed Name and Role, Law Offices of Mark W. Carbone LLC



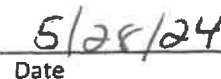
Date



Signature, Authorized Representative
West Virginia Department of Education (WVDE)

Michele L. Blatt, State Supt of Schools

Printed Name and Role, WVDE



Date



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder: 1409810
Solicitation Description: DUE PROCESS HEARING OFFICERS FOR IDEA DISPUTE
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-05-01 13:30	SR 0402 ESR04302400000006549	1

VENDOR

VS0000016805
LAW OFFICE OF MARK W CARBONE PROFESSIONAL LLC

Solicitation Number: CRFQ 0402 EDD2400000003

Total Bid: Response Date: 2024-04-30 Response Time: 12:50:51

Comments:

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	DUE PROCESS HEARING OFFICER FOR IDEA DISPUTE		HOURL	150.000000	0.00

Comm Code	Manufacturer	Specification	Model #
80122001			

Commodity Line Comments:

Extended Description:

DUE PROCESS HEARING OFFICER FOR IDEA DISPUTE RESOLUTION.
THE HOURLY RATE OF THE SERVICES ARE INCLUSIVE OF ALL PREPARATION AND MATERIALS, HEARING AND DECISION WRITING.

NOTE: THE VENDOR SHALL BE RESPONSIBLE FOR ALL MILEAGE, TRAVEL, COPYING, AND OTHER COSTS, INCLUDING TRAVEL COSTS, ASSOCIATED WITH PERFORMANCE OF THIS CONTRACT. ANY ANTICIPATED MILEAGE, TRAVEL OR OTHER COSTS MAY BE INCLUDED IN THE HOURLY RATE.